

**IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA**

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.
FILED In The
Office of the Court Clerk

MAY 15 2012

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk
DEPUTY

MARTHA BRANUM, as Mother and)
Next Friend of L [REDACTED] B [REDACTED], a Minor,)
)
Plaintiffs,)
)
v.)
)
WESTERN UNITED INSURANCE)
COMPANY d/b/a AAA INSURANCE)
COMPANY,)
)
Defendant.)

Case No. **CJ-11-1698 L**
JURY TRIAL DEMAND
ATTORNEYS' LIEN CLAIMED

SECOND AMENDED PETITION

1. Plaintiff Martha Branum is a legal guardian of L [REDACTED] B [REDACTED], a minor. They reside in, and are citizens of, McClain County, State of Oklahoma.
2. Within Cleveland County, on or about March 3, 2010, L [REDACTED] B [REDACTED] was riding with James Branum in a 2007 Ford Windstar when James Branum negligently caused a motor vehicle collision with another vehicle.
4. As a result of the motor vehicle collision caused by James Branum, L [REDACTED] B [REDACTED] sustained personal injury, including a permanent facial scar.
5. Due to the permanent scar to L [REDACTED] B [REDACTED]'s face, the harms and losses (damages) exceed \$75,000.
6. Harms and losses are based upon the Plaintiff's physical pain and suffering, mental pain and suffering, her age, the nature and extent of injuries, that there is a permanent component to L [REDACTED] B [REDACTED]'s injuries, that there is

some scarring, and the amount of reasonable expenses of necessary medical care, treatment and services required.

7. James Branum was insured with a policy of liability insurance coverage through Defendant insurance company that previously paid a total of \$25,000.

8. Plaintiff requests a verdict that balances all of the harms and losses to Laurie Branum.

9. At all times material to this case, L [REDACTED] B [REDACTED], a minor, was insured by a policy of underinsured motorist insurance coverage with Defendant, Western United Insurance Company d/b/a AAA Insurance Company (AAA).

10. AAA provided a policy of uninsured/underinsured motorist coverage (UM) in the amount of \$250,000 per person. Pursuant to the terms of the contract, AAA's UM coverage must pay L [REDACTED] B [REDACTED] for the total amount of all the harms and losses caused due to the subject occurrence and compensable under the OUJI; up to \$250,000.

11. The harms and losses exceed the total available coverage.

12. AAA's UM adjuster has failed to pay owed money to L [REDACTED] B [REDACTED].

13. AAA breached the contract by failing to fairly evaluate and pay the amount owed to L [REDACTED] B [REDACTED].

14. Even if AAA evaluated the case for something less than the full \$275,000, AAA should have already sent the money that it knows that AAA owes L [REDACTED] B [REDACTED]. It has refused to do so.

15. Plaintiff prays for a Judgment against AAA for an amount in excess of \$75,000 to balance all of the harms and losses resulting from the occurrence.

16. This Amended Petition is only intended to assert claims against AAA for its breach of contract at this time; and not for AAA's breaches of duty of good faith and fair dealing.

WHEREFORE, Plaintiff, Martha Branum, as Mother and Next Friend of L [REDACTED] B [REDACTED], a Minor, prays for judgment against Defendant Western United Insurance Company d/b/a AAA Insurance Company, in an amount in excess of \$75,000.00 actual damages with interest and costs of this action. Plaintiff requests any and such other and further relief as may be appropriate.

JURY TRIAL DEMANDED.

ATTORNEYS' LIEN CLAIMED.

Dated this **15th** day of **May, 2012**.



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